

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
Réception des soumissions - TPSGC / Bid
Receiving - PWGSC
1550 Avenue d'Estimauville
Québec
Québec
G1J 0C7

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Extension cyber incidents	
Solicitation No. - N° de l'invitation W7701-125207/A	Date 2012-11-28
Client Reference No. - N° de référence du client W7701-12-5207	
GETS Reference No. - N° de référence de SEAG PW-\$QCL-018-15045	
File No. - N° de dossier QCL-1-34653 (018)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-12-14	Time Zone Fuseau horaire Heure Normale du l'Est HNE
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Piras, Gabriel	Buyer Id - Id de l'acheteur qcl018
Telephone No. - N° de téléphone (418) 649-2870 ()	FAX No. - N° de FAX (418) 648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: R & D POUR LA DÉFENSE CANADA VALCARTIER BATIMENT 53 2459 BLVD PIE XI NORD QUEBEC Québec G3J1X5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

TPSGC/PWGSC
1550 Avenue d'Estimauville
Québec
Québec
G1J 0C7

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

BID SOLICITATION
TITLE : EXTENSION OF CYBER INCIDENT RESPONSE TOOL
FOR
DEFENCE R&D CANADA, VALCARTIER

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	4
1.1 Introduction	4
1.2 Summary	4
1.3 Debriefings	5
PART 2 - BIDDER INSTRUCTIONS	6
2.1 Standard Instructions, Clauses and Conditions	6
2.2 Submission of Bids	6
2.3 Enquiries - Bid Solicitation	6
2.4 Applicable Laws	7
PART 3 - BID PREPARATION INSTRUCTIONS	8
3.1 Bid Preparation Instructions	8
3.2 Section I: Technical Bid	9
3.3 Section II: Financial Bid	9
3.4 Section III: Certifications	10
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	11
4.1 Evaluation Procedures	11
4.2 Technical Evaluation	11

4.3 Financial Evaluation	14
4.4 Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)	15
PART 5 - CERTIFICATIONS	17
5.1 Code of Conduct Certifications - Certifications Required Precedent to Contract Award	17
5.2 Certifications Precedent to Contract Award	17
PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS	21
6.1 Financial Capability	21
PART 7 - RESULTING CONTRACT CLAUSES	22
7.1 Requirement	22
7.2 Optional Goods and/or Services	22
7.3 Task Authorization	22
7.4 Minimum Work Guarantee	24
7.5 Standard Clauses and Conditions	24
7.6 Contract Period	25
7.7 Authorities	25
7.8 Payment	26
7.9 Invoicing Instructions	31
7.10 Certifications	31
7.11 Applicable Laws	32
7.12 Priority of Documents	32

7.13 Defence Contract	32
7.14 Foreign Nationals (Canadian Contractor)	32
7.15 Insurance Requirements	32
7.16 Limitation of Liability - Information Management/Information Technology	33
7.17 Licensed Software	34
7.18 Licensed Software Maintenance and Support	35
7.19 Safeguarding Electronic Media	36
7.20 Reporting Requirements	36
7.21 Representations and Warranties	37
7.22 Access to Canada's Property and Facilities	37

List of Annexes to the Resulting Contract:

Annex A	Statement of Work
Annex B	Basis of Payment
Annex C	DND 626, Task Authorization Form
Annex D	Contractor Disclosure of Foreground Information
Annex E	Insurance Requirements

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include :

- Annex A Statement of Work
- Annex B Basis of Payment
- Annex C DND 626, Task Authorization Form
- Annex D Contractor Disclosure of Foreground Information
- Annex E Insurance Requirements

1.2 Summary

Objective :

Add additional features to a tool for responding to cyber incidents, in order to meet the needs of the Department of National Defence (DND) R&D in this area.

Background / History :

Considerable effort is currently being put into developing a process for responding to cyber incidents for DND. The development of this process requires a cyber incident integrated response tool to evaluate the feasibility of several proposed approaches.

In recent years, tools for responding to cyber incidents have reached the marketplace. A team of scientists from Defence R&D Canada (DRDC) have evaluated several such tools. They concluded that no existing tool has all the capabilities necessary to support the development work for the process.

The development from scratch of an integrated tool to respond to cyber incidents with all the desired capabilities would require too much effort for the scope of the project. It is therefore proposed to extend the capabilities of an existing tool for responding to cyber incidents by adding additional features.

The organization for which the services are to be rendered is the Department of National Defence (the «**client**»).

The period of the Contract is from the date of contract award to March 31, 2016, inclusive. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 4 additional 1-year periods under the same terms and conditions.

The estimated value of the contract is \$900,000.00, plus GST/HST, for the portion of the work done on request via task authorizations during the initial contract period (from the start date of the contract until March 31, 2016, inclusive).

The contract will also include a sum (not disclosed) for the purchase of a maximum of 100,000 additional and optional licenses for the software that include maintenance and support. The purchase of licenses is planned for the period between April 1, 2016, to March 31, 2020.

Pursuant to section 01 of Standard Instructions 2003, Bidders must submit a complete list of names of all individuals who are currently directors of the Bidder. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form.

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

1.3 Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2012-07-11) *Standard Instructions - Goods or Services - Competitive Requirements* are incorporated by reference into and form part of the bid solicitation.
- (d) The text under Subsection 4 of Section 01 – Code of Conduct and Certifications of 2003 referenced above is replaced by:

“Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (*Consent to a Criminal Record Verification form - PWGSC-TPSGC 229*) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.”

The text under Subsection 5 of Section 01 – Code of Conduct and Certifications of 2003 referenced above is replaced by:

“The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.”

2.2 Submission of Bids

- (a) Bids must be submitted only to Public Works and Government Services Canada Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.
- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile to Public Works and Government Services Canada will not be accepted.

2.3 Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing to the Contracting Authority, preferably via email at Gabriel.Piras@tpsgc-pwgsc.gc.ca, **no later than five (5) calendar days** before the bid closing date. Enquiries received after that time may not be answered.
- (b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer.

2.4 Applicable Laws

- (a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.
- (b) A bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- (a) **Copies of Bid:** Canada requests that bidders provide their bid in separately bound sections as follows:

- (i) Section I: Technical Bid (**5** hard copies)
- (ii) Section II: Financial Bid (**2** hard copies)
- (iii) Section III: Certifications (**One** hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

- (b) **Format for Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (i) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (ii) use a numbering system that corresponds to the bid solicitation;
- (iii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- (iv) include a table of contents.

- (c) **Canada's Policy on Green Procurement :** In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. See the Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- (i) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and
- (ii) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, and using staples or clips instead of cerlox, duotangs or binders.

- (d) **Submission of Only One Bid from a Bidding Group:**

- (i) The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid, Canada will choose in its discretion which bid to consider.
- (ii) For the purposes of this article, "**bidding group**" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "**related**" for the purposes of this bid solicitation if:
 - (A) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - (B) they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*,

- (C) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- (D) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

3.2 Section I: Technical Bid

- (a) In their technical bid, bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work. The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- (b) The technical bid consists of the following:
 - (i) **Résumés for Proposed Resources:** The technical bid must include résumés for the proposed resources. Résumés must demonstrate that each proposed individual meets the qualification requirements (including any educational requirements, work experience requirements, and professional designation or membership requirements) described in Section 4.2, Part 4, of this document. With respect to résumés and resources:
 - (A) Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work.
 - (B) For any requirements that specify a particular time period (e.g., 2 years) of work experience, PWGSC will disregard any information about experience if the individual's résumé does not include the relevant dates for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
 - (C) For work experience to be considered by PWGSC, the résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, only one project will be counted toward any requirements that relate to the individual's length of experience.
 - (ii) All the other information required to demonstrate its conformity with the Mandatory and Point Rated Technical Criteria described in Section 4.2, Part 4, of this document.

3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. More precisely, Bidders must provide all of the information that is requested in Annex

B. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

- (b) **Time Travel and Travel and Living Expenses** : There will be no travel time or travel and living expenses payable for services rendered within 40 kilometres from the client facilities located at 2459, boulevard Pie-XI Nord, Québec, Québec, G3J 1X5, Canada. This cost must be included in the firm, all-inclusive hourly rates.
- (c) **Variation in Professional Services Resource Rates from Year to Year**: If the Bidder proposes different rates for resources for different years of the resulting contract, including option years, the difference from one year to the following year must be no more than **5%**.
- (d) **Blank Prices**: Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.
- (e) **SACC Manual Clauses**:
 - (i) C3011T (2010-01-11), Exchange Rate Fluctuation

3.4 Section III: Certifications

Bidders must submit the certifications required under Part 4.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) In addition to any other time periods established in the bid solicitation:
 - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - (ii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Technical Evaluation

(a) Mandatory Technical Criteria :

- (i) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that are identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
- (ii) The mandatory requirements are as follows:

Mandatory Criterion	Description
1	The supplier must have the rights required to sell and modify a cyber incident response tool that meets mandatory criteria 2 to 10 below.
2	The tool must fully function with Windows XP and Windows 7. The tool must be able to analyze computers equipped with Windows XP 32-bit, Windows 7 32-bit and Windows 7 64-bit operating systems.
3	The tool must be capable of remotely checking whether a computer is compromised using a software agent or other means.
4	The tool must be capable of checking the validity of computer networks using a centralized management console. All incident response features must be capable of being operated from this console. Only the software agent installation process (or other technique) can be performed using means other than the centralized management console.
5	The tool must be capable of checking the integrity of a process in memory, for example by comparing its memory dump to that on the disk by simulating the module load in Windows.
6	The tool must be capable of verifying the integrity of a file on the disk, for example by comparing the information gathered by Windows APIs to that obtained via a direct read of data using a driver.
7	The tool must be capable of verifying the integrity of the Windows

	registry, for example by comparing the information gathered by the Windows APIs to that obtained via a direct read of data using a driver.
8	The tool must be capable of detecting floating code.
9	The tool must be capable of remotely extracting the content of the memory associated with a process.
10	The tool must have the capability of detecting the following hooks and identifying the originating process of the hook: (i) Service table hooks (ii) Inline hooks (iii) IAT/EAT hooks (iv) IDT hooks (v) SYSENTER hooks (vi) DKOM hooks
11	The supplier must be able to provide the services of an intermediate developer with a minimum of 24 months of experience in Windows driver development. (As specified at Section 3.2, Part 4, of this document, the Bidder must provide the curriculum vitae of each proposed resource.)
12	The supplier must be able to provide the services of an intermediate developer with a minimum of 24 months of experience in the development and/or integration of Windows malware detection techniques. (As specified at Section 3.2, Part 4, of this document, the Bidder must provide the curriculum vitae of each proposed resource.)
13	The supplier must be able to provide the services of a project manager. (As specified at Section 3.2, Part 4, of this document, the Bidder must provide the curriculum vitae of each proposed resource.)

(b) Point-Rated Technical Criteria:

- (i) Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.
- (ii) The rated requirements are as follows:

Existing Cyber Incident Response Tool Capabilities and Performance		
Criterion	Evaluation Scale	Score
1.1) Computer monitoring and surveillance The tool should be able to collect data about events in a preventive fashion, that is before an incident occurs. The events of interest are: process creation, network communication and logins.	10 pts: The tool collects data on all 3 types of events. 5 pts: The tool collects data on 1-2 types of events. 0 pts: The tool does not collect data on these events.	/10
1.2) Historical data availability Data collected by the tool about events and anomalies should be available as a series of snapshots or timestamps, to	10 pts: The tool does continuous surveillance and data is incrementally added to the database.	/10

allow the analysis of events and anomalies detection on a timeline.	5 pts: The tool only keeps the last snapshot of data. 0 pts: The tool has no concept of date/time and it is not possible to know when events occurred or anomalies were detected.	
1.3) Scalability The tool should be able to scan a large number of computers at the same time.	10 pts: The tool can scan 100 000 computers or more at the same time. 5 pts: The tool can scan between 25 000 and 100 000 computers at the same time. 0 pts: The tool can scan less than 25 000 computers at the same time.	/10
1.4) File forensics The tool should be able to obtain the list of all files on a computer, including their hashes (SHA1 or MD5). This should be done in a forensically sound manner, using direct disk access and not the Windows API.	10 pts: The tool can obtain the list of all files in a forensically sound manner, including hashes. 5 pts: The tool can obtain the list of all files in a forensically sound manner, excluding hashes. 0 pts: The tool cannot obtain the list of all files in a forensically sound manner.	/10
1.5) Email forensics The tool should be able to parse Microsoft Outlook .pst files to extract information about emails and attachments, including the hashes (SHA1 or MD5) of email attachments.	5 pts: The tool can obtain email information about .pst files, including attachments hashes. 3 pts: The tool can obtain email information about .pst files, excluding attachments hashes. 0 pts: The tool cannot obtain email information about .pst files.	/5
1.6) Windows Event Log forensics The tool should be able to parse and extract data from the Windows Event Log.	5 pts: The tool can obtain data from the Windows Event Log. 0 pts: The tool cannot obtain data from the Windows Event Log.	/5
1.7) Remediation The tool should offer some form of remediation when malware is found on a computer (e.g. delete files, kill processes)	5 pts: The tool offer some form of malware remediation. 0 pts: The tool does not offer a form of malware remediation.	/5
1.8) Extensibility The tool should offer a way for the user to extend its functionalities, such as an Application Programming Interface (API), a script language, etc.	5 pts: The tool does offer a way for the user to extend its functionalities. 0 pts: The tool does not offer a way for the users to extend its functionalities.	/5

(c) Demonstration

- (i) Canada may, but will have no obligation, to require that the top-ranked Bidder (identified after the financial evaluation) demonstrate any features, functionality and capabilities described in this bid solicitation or in its bid, in order to verify compliance with the requirements of this bid solicitation. If required, the demonstration must be conducted, at no cost to Canada, via web conference. Canada will provide no fewer than 5 working days of notice before the scheduled date for the demonstration. Once the demonstration has begun, it must be completed within two hours. The demonstration must be conducted during normal business hours, to be determined by the Contracting Authority. Canada will pay its own travel and salary costs associated with any demonstration. Despite the written bid, if Canada determines during a demonstration that the Bidder's proposed solution does not meet the mandatory requirements of this bid solicitation, the bid will be declared non-responsive. Canada may, as a result of a demonstration, reduce the score of the Bidder on any rated requirement, if the demonstration indicates that the score provided to the Bidder on the basis of its written bid is not validated by the demonstration. The Bidder's score will not be increased as a result of any demonstration. If the Bidder's score is reduced by the demonstration, Canada will reassess the ranking of all bidders.

4.3 Financial Evaluation

- (a) **Mandatory Financial Criteria :** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. More precisely, Bidders must provide all of the information that is requested in Annex B. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.
- (b) **SACC Manual Clause A0222T (2007-05-25), Evaluation of Price**
- (c) **Financial evaluation process :**

For evaluation purposes only, the Bid Evaluated Price will be determined as follows:

$$\begin{aligned}
 & (7000 \text{ hours}) \times (\text{average hourly rate for an intermediate-level Developer}) \\
 + & (200 \text{ hours}) \times (\text{average hourly rate for a Project Manager}) \\
 + & (30000 \text{ units}) \times (\text{weighted-average unit price per license}) \\
 \hline
 & \text{Bid Evaluated Price}
 \end{aligned}$$

The "weighted-average unit price per license" used in the addition above will be computed as follows :

$$\begin{aligned}
 & (0.1) \times (\text{Un. price 1 - 999 licenses, maintenance/support incl.}) \\
 + & (0.5) \times (\text{Un. price 1000 - 9999 licenses, maintenance/support incl.}) \\
 + & (0.3) \times (\text{Un. price 10000 - 49999 licenses, maintenance/support incl.}) \\
 + & (0.1) \times (\text{Un. price 50000 - 99999 licenses, maintenance/support incl.}) \\
 \hline
 & \text{weighted-average unit price per license}
 \end{aligned}$$

For example :

$$\begin{aligned}
 & (\text{average hourly rate for an intermediate-level Developer}) = 100\$ \\
 & (\text{average hourly rate for a Project Manager}) = 110\$ \\
 & (\text{Un. price 1 - 999 licenses, maintenance/support incl.}) = 25\$ \\
 & (\text{Un. price 1000 - 9999 licenses, maintenance/support incl.}) = 20\$ \\
 & (\text{Un. price 10000 - 49999 licenses, maintenance/support incl.}) = 15\$ \\
 & (\text{Un. price 50000 - 99999 licenses, maintenance/support incl.}) = 10\$
 \end{aligned}$$

Weighted-average unit price per license :

$$\begin{array}{r}
 (0.1) \times (25\$) \\
 + (0.5) \times (20\$) \\
 + (0.3) \times (15\$) \\
 + (0.1) \times (10\$) \\
 \hline
 18\$
 \end{array}$$

Bid Evaluated Price :

$$\begin{array}{r}
 (7000 \text{ hours}) \times (100\$) \\
 + (200 \text{ hours}) \times (110\$) \\
 + (30000 \text{ un.}) \times (18\$) \\
 \hline
 1\,262\,000\$
 \end{array}$$

The numbers provided as examples above are provided solely for the purposes of determining the estimated price for each bid. It is an approximate estimate of the requirement that is provided in good faith and should not be considered a contract guarantee.

The rates provided above are provided as examples and should not be interpreted as indicative of the expertise of the labour categories.

4.4 Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

- (a) To be declared responsive, a bid must:
 - i. comply with all the requirements of the bid solicitation; and
 - ii. meet all mandatory criteria.
- (b) Bids not meeting i. or ii. will be declared non-responsive.
- (c) The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
- (d) To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
- (e) To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- (f) For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- (g) Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
- (h) The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

	Bidder 1	Bidder 2	Bidder 3
--	----------	----------	----------

Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	55 000,00 \$	50 000,00 \$	45 000,00 \$
Calculations Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating	83.84	75.56	80.89
Overall Rating	1st	3rd	2nd

- (i) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.
- (j) If more than one bidder is ranked first because of identical overall scores, then the responsive bid which obtained the highest number of points overall for the point rated technical evaluation criteria will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted in accordance with the articles below.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

5.1 Code of Conduct Certifications - Certifications Required Precedent to Contract Award

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

5.2 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

5.2.1 Federal Contractors Program - Certification

- (a) The Federal Contractors Program for Employment Equity (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.
- (b) Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contract Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the

FCP for a reason other than the reduction of their workforce to fewer than 100 employees. Any bids from ineligible contractors will be declared non-responsive.

- (c) If the Bidder does not fall within the exceptions enumerated in (d)(i) or (ii) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
- (d) Each bidder is requested to indicate in its bid whether it is:
 - (i) ☐ not subject to FCP, having a workforce of fewer than 100 permanent full or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;
 - (ii) ☐ not subject to FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
 - (iii) ☐ subject to the requirements of FCP, because it has a workforce of 100 or more permanent full or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but it has not previously obtained a certificate number from HRSDC (because it has not bid before on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is required from the Bidder; or
 - (iv) ☐ subject to FCP, and has a valid certification number (i.e., has not been declared an ineligible contractor by HRSDC).
- (e) Further information on the FCP is available on the following HRSDC Website: <http://www.hrsdc.gc.ca/en/gateways/topics/wzp-gxr.shtml>.

5.2.2 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above?

YES () NO ()

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

YES () NO ()

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

5.2.3 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

- () the service(s) offered is(are) a Canadian service as defined in paragraph 2 of clause A3050T.

5.2.3.1 SACC Manual clause A3050T (2010-01-11), Canadian Content Definition

5.2.4 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.5 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Financial Capability

- (a) SACC Manual clause A9033T (2012-07-16) Financial Capability applies, except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must also be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that one or more parent companies grant a performance guarantee to Canada."
- (b) In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses apply to and form part of any contract resulting from the bid solicitation.

7.1 Requirement

- (a) _____ (the "**Contractor**") agrees to supply to the Client the goods and services described in the Contract, including the Statement of Work and the Contractor's technical bid entitled _____ *(to be completed at Contract award)*, dated _____ *(to be completed at Contract award)*, in accordance with, and at the prices set out in, the Contract. This includes:
- (i) providing professional services, as and when requested by Canada;
 - (ii) granting the license to use the Licensed Software described in the Contract;
 - (iii) providing maintenance and support for the Licensed Software during the Software Support Period;
- (b) **Client:** Under the Contract, the "**Client**" is the Department of National Defense.
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meanings:
- (i) any reference to a "**deliverable**" or "**deliverables**" includes the Hardware, the license to use the Licensed Software (the Licensed Software itself is not a deliverable, because the Licensed Software is only being licensed under the Contract, not sold or transferred) and the Leased Hardware.
- (e) **Disclosure Certification:** On completion of the Work, the Contractor must submit to the Technical Authority and to the Contracting Authority a copy of the Disclosure Certification attached as Annex E stating that all applicable disclosures were submitted.

7.2 Optional Goods and/or Services

- (a) The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described in Section 3.3 of Annex A, Statement of Work, under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.
- (b) The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

7.3 Task Authorization

-
- (a) **Purpose of TA:** Services to be provided under the Contract on an as-and-when-requested basis will be ordered by Canada using a Task Authorization ("TA").
- (b) **Task Authorization - Department of National Defence:** The administration of the Task Authorization process will be carried out by the Procurement and Payment group at Defence Research and Development Canada - Valcartier, represented by the **DND Procurement Authority**. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.
- (c) **Process of Issuing a TA:** If a requirement for a specific task is identified, a draft "**statement of task**" will be prepared by the Technical Authority and sent to the Contractor. Once it receives the statement of task, the Contractor must submit a quotation to the authority identified in the TA detailing the cost and time to complete the task. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for providing the quotation or for providing other information required to prepare and issue the TA. The Contractor must provide any information requested by Canada in relation to the preparation of a TA within 5 working days of the request.
- (d) **Approval Process:** If Canada approves the Contractor's task quotation, Canada (by its authorized representative, as described in this Article) will issue the TA by forwarding a signed copy of the final TA form (DND-626) to the Contractor. Whether or not to approve or issue a TA is entirely within Canada's discretion.
- (e) **Authority to Issue a TA:** Any TA with a value less than or equal to **\$95,000.00** (including GST/HST) may be issued by the DND Procurement Authority. Any TA with a value greater than this amount must be issued directly by the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the DND Procurement Authority's authority to issue TAs at any time.
- (f) **Contents of a TA:** A Task Authorization must contain the following information, if applicable:
- (i) a task number;
 - (ii) the details of any financial coding to be used;
 - (iii) the number of resources in each category required;
 - (iv) a brief statement of work for the task outlining the activities to be performed and identifying any deliverables;
 - (v) the interval during which the task is to be carried out (beginning and end dates);
 - (vi) milestone dates for deliverables and payments (if applicable);
 - (vii) the number of person-hours of effort required;
 - (viii) the specific work location;
 - (ix) the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
 - (x) any other constraints that might affect the completion of the task.
- (g) **Charges for Work under a TA:** The Contractor must not charge Canada anything more than the price set out in the Task Authorization unless Canada has issued a TA amendment authorizing the increased expenditure. Canada will not pay the Contractor for any design changes, modifications or

interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before being incorporated into the Work.

- (h) **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all Task Authorizations issued and approved by the Contracting Authority to date, to document the Work performed under those TAs for administrative purposes.

7.4 Minimum Work Guarantee

- (a) In this clause, "**Minimum Contract Value**" means 10% of the amount identified as the Total Estimated Cost on page 1 of the Contract when it is first awarded.
- (b) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph (c). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- (c) In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- (d) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.5 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://ccua-sacc.pwgsc.gc.ca/pub/acho-eng.jsp>) issued by Public Works and Government Services Canada.

(a) **General Conditions:**

- (i) 2035 (2012-07-16), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.
- (ii) The text under Subsection 4 of Section 41 - "Code of Conduct and Certifications" of 2035 referenced above is replaced by:

"During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms."

(b) **Supplemental General Conditions:**

The following Supplemental General Conditions:

- (i) 4002 (2010-08-16), Supplemental General Conditions - Software Development or Modification Services;
- (ii) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;
- (iii) 4004 (2010-08-16), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;

- (iv) 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;

apply to and form part of the Contract.

7.6 Contract Period

- (a) **Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- (i) The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends on March 31st, 2016; and
- (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

- (b) **Option to Extend the Contract:**

- (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- (ii) Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

7.7 Authorities

- (a) **Contracting Authority**

The Contracting Authority for the Contract is:

Gabriel Piras
Public Works and Government Services Canada
601-1550 D'Estimauville Avenue
Quebec, Quebec
G1J 5E9

Telephone: 418-649-2870

Facsimile: 418-648-2209

E-mail address: Gabriel.Piras@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

- (b) **Technical Authority** (To be completed by Canada at Contract Award)

The Technical Authority for the Contract is:

Name: _____
Organization: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

(c) Contractor's Representative (to be completed by the contractor)

Administrative representative :

Name :

Telephone :

Facsimile :

Email :

Technical representative :

Name :

Telephone :

Facsimile :

Email : _

(d) DND Procurement Authority (to be completed by Canada at the contract award)

The DND Procurement Authority for the Contract is:

Name:

Organization:

Telephone:

Facsimile:

E-mail address:

The DND Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The DND Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Task Authorizations. The Contractor may discuss administrative matters identified in Task Authorizations with the DND Procurement Authority however the DND Procurement Authority has no authority to authorize changes to the scope of the Work described in the Statement of Work at Annex A. Changes to the scope of Work described in the Statement of Work at Annex A can only be made through a contract amendment issued by the Contracting Authority.

7.8 Payment

(a) Basis of Payment

- (i) Licensed Software:** For the license(s) to use the Licensed Software (including delivery, installation, integration and configuration of the Licensed Software and the Software Documentation), in accordance with the Contract, Canada will pay the Contractor the firm price set out in Annex B, Basis of Payment, FOB destination, including all customs duties, GST/HST extra. The firm prices include the warranty during the Software Warranty Period.
- (ii) Maintenance and Support for Licensed Software:** For maintenance and support services throughout the initial Software Support Period, in accordance with the Contract, Canada will pay the Contractor, in advance, the firm price set out in Annex B, Basis of Payment, FOB destination, including all customs duties, GST/HST extra.

-
- (iii) **Optional Additional Software Licenses:** For additional licenses for additional Users to use the Licensed Software, if Canada exercises its option, Canada will pay the Contractor the firm price per device set out in Annex B, Basis of Payment, FOB destination, including all customs duties, GST/HST extra.
 - (iv) **Optional Software Support:** If Canada exercises its option to extend the Software Support Period, Canada will pay the Contractor, in advance, the firm annual price set out in Annex B, Basis of Payment, FOB destination, including all customs duties, GST/HST extra.
 - (v) **Professional Services provided under a Task Authorization with a limitation of expenditure:** The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

- (vi) **Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada, in accordance with an approved Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive hourly rates set out in Annex B, Basis of Payment, Basis of Payment, GST/HST extra. Partial hours will be prorated based on actual time worked.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

- (i) **Professional Services provided under a Task Authorization a Firm Price:** For professional services requested by Canada, in accordance with an approved Task Authorization, Canada will pay the Contractor the firm price set out in the Task Authorization (based on the firm, all-inclusive hourly rates set out in Annex B, Basis of Payment, GST/HST extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

- (i) **Pre-Authorized Travel and Living Expenses:** Canada will reimburse the Contractor for its pre-authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.

(b) Limitation of Expenditure

- (i) Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract, less any applicable GST or HST. With respect to the amount set out on page 1 of the Contract, Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- (ii) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
 - (A) it is 75 percent committed, or
 - (B) 4 months before the Contract expiry date, or
 - (C) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
 whichever comes first.
- (iii) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

(c) Method of Payment for Licensed Software- Multiple Payments

- (i) H1001C (2008-05-12), Multiple Payments

(d) Method of Payment for Maintenance and Support for Licensed Software - Advance Payment

- (i) Canada will pay the Contractor in advance for the maintenance and support services if:
 - (A) An accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (B) All such documents have been verified by Canada.
- (ii) Payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

(e) Method of Payment for Task Authorizations with a limitation of expenditure: Depending on the method of payment specified in the applicable TA, one of the following method of payment clauses will apply:

- (i) **Lump Sum Payment on Completion:** Canada will pay the Contractor upon completion and delivery of all the Work associated with the Task Authorization in accordance with the payment provisions of the Contract if
 1. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 2. all such documents have been verified by Canada;

3. the Work delivered has been accepted by Canada.

(ii) **Progress Payments :**

(a) Canada will make progress payments in accordance with the payment provisions of the Task Authorization and the Contract for cost incurred in the performance of the Work up to 90 percent of the amount claimed and approved by Canada if:

1. an accurate and complete invoice and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
2. the amount claimed is in accordance with the Basis of payment and the Task Authorization;
3. the total amount for all progress payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Task Authorization;

(b) The balance of the amount payable will be paid in accordance with the payment provisions of the Task Authorization and the Contract upon completion and delivery of all work required under the Task Authorization if the Work has been accepted by Canada and a final claim for the payment is submitted.

(c) Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the right to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

(f) **Method of Payment for Task Authorizations with a Maximum Price:** For each Task Authorization issued under the Contract that contains a maximum price:

- (i) Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
- (ii) Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.
- (iii) Depending on the method of payment specified in the applicable TA, one of the following method of payment clauses will apply.

(A) Lump Sum Payment on Completion: Canada will pay the Contractor upon completion and delivery of all the Work associated with the Task Authorization in accordance with the payment provisions of the Contract if:

1. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
2. all such documents have been verified by Canada;
3. the Work delivered has been accepted by Canada.

(B) Progress Payments :

- (a) Canada will make progress payments in accordance with the payment provisions of the Task Authorization and the Contract for cost incurred in the performance of the Work up to 90 percent of the amount claimed and approved by Canada if:
 - 1. an accurate and complete invoice and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - 2. the amount claimed is in accordance with the Basis of payment and the Task Authorization;
 - 3. the total amount for all progress payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Task Authorization.
- (b) The balance of the amount payable will be paid in accordance with the payment provisions of the Task Authorization and the Contract upon completion and delivery of all work required under the Task Authorization if the Work has been accepted by Canada and a final claim for the payment is submitted.
- (c) Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the right to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

(g) **Method of Payment for Task Authorizations with a Firm Price:** Depending on the method of payment specified in the applicable TA, one of the following method of payment clauses will apply:

(i) **Lump Sum Payment on Completion:** Canada will pay the Contractor upon completion and delivery of all the Work associated with the Task Authorization in accordance with the payment provisions of the Contract if

- 1. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- 2. all such documents have been verified by Canada;
- 3. the Work delivered has been accepted by Canada.

(ii) **Milestone payments:**

- 1. For any task authorization issued under the Contract that includes a schedule of milestone payments to be made once specific portions of the work have been completed and accepted, Canada will make milestone payments in accordance with the schedule of milestones detailed in that TA and the payment provisions of the Contract, up to 90%, or the other percentage specified in the TA, of the amount claimed and approved by Canada if:

- (A) an accurate and complete claim for milestone payment using form PWGSC-TPSGC 1111 (<http://www.pwgsc.gc.ca/acquisitions/text/forms/forms-e.html>) and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract.
- (B) the total amount for all milestone payments paid by Canada under that TA does not exceed 90 percent, or the other percentage specified in the TA, of the total amount to be paid under the TA;
- (C) all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives; and

(D) all work associated with the milestone and any deliverable required have been completed, delivered, and accepted by Canada.

2. The balance of the amount payable will be paid in accordance with the basis of payment provisions of the Contract following delivery and acceptance of the Work for which milestone payments were made.

(h) SACC Manual Clauses

- (i) 9117C (2007-11-30), Direct Request by Customer Department
- (ii) C0305C (2008-05-12), Cost Submission

(i) Discretionary Audit

- (i) SACC Manual Clause C0101C (2010-01-11), Discretionary Audit - Non-commercial Goods and/or Services

(j) Time Verification

- (i) SACC Manual Clause C0711C (2008-05-12), Time Verification

7.9 Invoicing Instructions

1. The Contractor must submit a claim for progress payment using form PWGSC-TPSGC 1111. Form PWGSC-TPSGC 1111 is available at the following Website <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

Each claim must show:

- (a) all information required on form PWGSC-TPSGC 1111;
 - (b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
 - (c) the Task Authorization (TA) number;
 - (d) the description of the milestone invoiced, as applicable.
2. For TAs subject to a Limitation of Expenditure, a Maximum Price or with pre-Authorized Time Travel and Travel and Living Expenses each invoice must be supported by:
- (a) a list of all expenses, in accordance with the TA;
 - (b) a copy of time sheets to support the time claimed;
 - (c) a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
 - (d) a copy of the monthly progress report.
3. Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no GST/HST payable as it was claimed and payable under the previous claims for progress payments.
4. The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Contracting Authority for certification.

ATTN: Mrs Suzanne Larrivée

Public Works and Government Services Canada
601-1550, Avenue D'Estimauville
Québec, Québec

G1J 5E9

Email: Suzanne.Larrivee@tpsgc-pwgsc.gc.ca

The Contracting Authority will then forward the original and two (2) copies of the claim to the Technical Authority for appropriate certification after inspection and acceptance of the Work takes place, and onward submission to the Payment Office for the remaining certification and payment.

5. The Contractor must not submit claims until all work identified in the claim is completed.

7.10 Certifications

- (a) Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

7.11 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. *(insert the name of the province or territory as specified by the Bidder in its bid, if applicable.)*

7.12 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that appears later on the list:

- (a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) supplemental general conditions, in the following order:
 - (i) 4002;
 - (ii) 4003;
 - (iii) 4004;
 - (iv) 4006;
- (c) general conditions 2035 (2012-07-16), General Conditions - Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, DND 626, Task Authorization Form
- (g) Annex D, Contractor Disclosure of Foreground Information
- (h) Annex E, Insurance Requirements;
- (i) the signed Task Authorizations *(including all of their annexes, if any) (if applicable)*;
- (j) the Contractor's bid dated _____ *(insert date of bid)*, as amended _____ *(insert date(s) of amendment(s) if applicable)*, not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on

liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

7.13 Defence Contract

- (a) SACC Manual clause A9006C (2012-07-16) Defence Contract

7.14 Foreign Nationals (Canadian Contractor)

- (a) SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

7.15 Insurance Requirements

- (a) The Contractor must comply with the insurance requirements specified in Annex F. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
- (b) The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- (c) The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.16 Limitation of Liability - Information Management/Information Technology

- (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

(b) First Party Liability:

- (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
- (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
 - (B) physical injury, including death.
- (ii) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.

- (iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.
- (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - (B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of 0.75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or 1,000,000.00\$, whichever is more.
- (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

(c) Third Party Claims:

- (i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- (ii) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or

tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

- (iii) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article (c).

7.17 Licensed Software

- (a) With respect to the provisions of Supplemental General Conditions 4003:

Licensed Software	The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products: <i>[Note to Bidders: This information will be completed at the time of contract award with information supplied by the Contractor.]</i>
Type of License being Granted	<i>Device License</i>
Number of Devices Licensed	1000
Option to Purchase Licenses for Additional Devices	The Contractor grants to Canada the irrevocable option to purchase licenses for additional Devices at the price set out in Annex B on the same terms and conditions as the initial Device licenses granted under the Contract. This option may be exercised at any time during the Contract Period, as many times as Canada chooses. This option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Media on which Licensed Software must be Delivered	<i>CD-ROM or Internet Download.</i>
Term of License	initial Device licenses : From date of Contract to March 31 st , 2016. licenses for additional Devices: Twelve-month periods starting on April 1 st , 2016, 2017, 2018 and/or 2019.
Source Code Escrow Required	No

- (b) **On-going Maintenance of Software Code:** The Contractor must continue to maintain the version of the Licensed Software (i.e., the version or "build" originally licensed under the Contract) as a commercial product (i.e., the Contractor or the software publisher must be continuing to develop new code in respect of the Licensed Software to maintain its functionality, enhance it, and deal with Software Errors) for at least 2 years from the date the Contract is awarded. After that time, if the Contractor or the software publisher decides to discontinue or no longer maintain the then-current version or "build" of the Licensed Software and, instead, decides to provide upgrades to the Licensed Software as part of the Software Support, the Contractor must provide written notice to Canada at least 12 months in advance of the discontinuation.

7.18 Licensed Software Maintenance and Support

- (a) With respect to the provisions of Supplemental General Conditions 4004:

Software Support Period	From date of Contract to March 31 st , 2016.
-------------------------	---

Software Support Period for Optional Additional Software Licenses	Twelve-month periods starting on April 1 st , 2016, 2017, 2018 and/or 2019.
Contractor must provide On-site Support Services	No
Contractor must provide Swift Action Tactical (SWAT) services	No
Contact Information for Accessing the Contractor's Support Services	<p>In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following:</p> <p>Toll-free Telephone Access: _____</p> <p>Toll-free Fax Access: _____</p> <p>Email Access: _____</p> <p>The Contractor must respond to all telephone, fax or email communications (with a live service agent) within 60 minutes of the initial time of the Client or User's initial communication.</p> <p><i>[Note to Bidders: This information will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</i></p>
Website	<p>In accordance with Section 5 of 4004, the Contractor must make Support Services available over the Internet. To do so, the Contractor must include, as a minimum, frequently asked questions and on-line software diagnostic routines and support tools. Despite the Hours for Providing Support Services, the Contractor's website must be available to Canada's users 24 hours a day, 365 days a year, and must be available 99% of the time. The Contractor's website address for web support is _____.</p> <p><i>[Note to Bidders: The website address will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</i></p>
Language of Support Services	The Support Services must be provided in both French and English, based on the choice of the User requesting support.

7.19 Safeguarding Electronic Media

- (a) Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.

- (b) If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

7.20 Reporting Requirements

- (a) When a task is authorized the contractor must submit monthly reports, in electronic format, on the progress of the Work, to both the Technical Authority and the Contracting Authority.
- (b) The progress report must contain two parts:

PART 1: The Contractor must answer the following three questions:

- (i) Is the project on schedule?
- (ii) Is the project within budget?
- (iii) Is the project free of any areas of concern in which the assistance or guidance of Canada may be required?

Each negative response must be supported with an explanation.

PART 2: A narrative report, brief, yet sufficiently detailed to enable the Technical Authority to evaluate the progress of the Work, containing as a minimum:

- (i) A description of the progress of each task and of the Work as a whole during the period of the report. Sufficient sketches, diagrams, photographs, etc., must be included, if necessary, to describe the progress accomplished.
- (ii) An explanation of any variation from the work plan.
- (iii) A description of trips or conferences connected with the Contract during the period of the report.
- (iv) A description of any major equipment purchased or constructed during the period of the report.

7.21 Representations and Warranties

The Contractor made statements regarding its and its proposed resources' experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

7.22 Access to Canada's Property and Facilities

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

ANNEX A

STATEMENT OF WORK

1. General

1.1 Title

Extension of cyber incident response tool

1.2 Objective

Add additional features to a tool for responding to cyber incidents, in order to meet the needs of DND R & D in this area.

1.3 Background / History

Considerable efforts are currently devoted to the development of a process for responding to cyber incidents in DND. The development of this process requires an integrated cyber incident response tool, to assess the feasibility of several avenues proposed.

In recent years, tools for responding to cyber incidents have appeared on the market. A team of scientists from DRDC Valcartier Defence evaluated several of these tools. They concluded that no existing tool provides all the capabilities needed to support the development work of the process in question.

Development from scratch of a cyber incidents response tool with all desired capabilities would require too much effort for the project scope. It is therefore proposed to extend the capabilities of an existing cyber incidents response tool by adding additional features.

1.4 Acronyms

DND - Department of National Defence
TA - Task Authorization

2. APPLICABLE DOCUMENTS (references)

N/A

3. SCOPE OF WORK

The work under this contract is divided into three parts:

1. Firm contract: Licenses and maintenance needed for research and evaluation for the duration of the contract;
2. Work done on request by TA: Adding new features to the cyber incident response tool;
3. Option without funding: Licenses and maintenance once the development is completed;

3.1 - Firm contract: Licenses and maintenance needed for research and evaluation for the duration of the contract;

During the contract period, DRDC Valcartier will obtain 1000 licenses for the purpose of research and evaluation. These licenses will be used to evaluate the new features added to the tool by the work done on request by a TA. These licenses can be installed across the Government of Canada, according to the assessment needs and tests.

3.2 - Work done on request by TA: Adding new features to the cyber incident response tool;

Only one type of task is planned for this task authorization. This task is to create a new version of the cyber incident response tool with additional features for DND needs.

Given the efforts currently devoted to its development, the DND incident response process is constantly evolving. We therefore expect several features addition tasks, as needs become clearer, and according to the results of the evaluation of the features added in the previous iteration.

3.2.1 Tasks

In addition to the documents described in the contract, each TA request includes a list of additional features desired. This list may contain technology choices for the implementation of these features.

Secondly, the proposal submitted by the Contractor shall contain at least the following elements, in addition to the elements described in the contract:

- (i) A work plan for the implementation of additional features. The work plan shall identify:
 - a. architectural and technological choices that will be made for the implementation of additional features and impacts on the performance and use of the tool in general;
 - b. software modules to be developed and / or modified;
 - c. how these modules will be tested;
 - d. how these modules will be integrated in the current version of cyber incident response tool (software update plan).
- (ii) A description of the effort required for the implementation of additional features and associated costs.

Following receipt of the authorized TA by the DND procurement officer, the contractor will begin the work of implementation and tests. Deliverables may include, without limitation:

- (i) A complete new version of the cyber incident response tool, incorporating software modules developed and modified, in executable binary code form.
- (ii) An update plan for the integration of the new version of the tool in a process using the previous version. This plan should describe how the new software modules must be installed and how existing data must be updated. If the updated data is important, scripts must be provided to automate this task.

- (iii) Complete documentation in electronic format of the new version of the cyber incident response tool, including additional features.

3.2.2. REPORTS AND DELIVERABLES

The language used for all deliverables will be English. All deliverables shall be delivered in electronic format on disk (CD or DVD), in one copy to the Scientific Authority.

3.2.3 Publications

Any manuscript related to this contract for publication in scientific journals or conferences, as well as summaries of presentations or other kinds of publications, shall be submitted to the Scientific Authority for review and approval within a minimum of ninety (90) days before the date of the presentation or publication. An explicit reference to funding by the federal government must be included and must be clearly stated that the content is the responsibility of the authors. The Scientific Authority will provide a written objection if there are specific elements that are not in the best interests of the federal government.

3.2.4 MEETINGS

Meetings will be held with the Scientific Authority (or his representative) and DND employees involved in this project. Meetings may be in person at DRDC Valcartier, at the contractor's premises, or via videoconference. Meetings will be arranged by the contractor.

At a minimum, a kick-off meeting is required at the beginning of each task presented in Section 3. For steps with duration of more than one month, monthly monitoring of the work should be done with the Scientific Authority. This monitoring work can be done by phone, email or video conferencing. A short report summarizing this monitoring should then be produced by the contractor.

3.2.5 WORKPLACE

All work will be performed on the contractor's premises.

3.2.6 Government Supplied Material

Not applicable.

3.2.7 Government Furnished Equipment

Not applicable.

3.2.8 SPECIFIC FACTORS TO CONSIDER

There will be software development under this contract. The software in question will be tested on a test plan approved by the Scientific Authority, as described in Section 3.2.

3.3 Option without funding: Licenses and maintenance once the development is completed

At the end of the contract, once the development is completed, the Government of Canada may exercise an option to purchase product licenses.

Solicitation No. - N° de l'invitation

W7701-125207/A

Amd. No. - N° de la modif.

File No. - N° du dossier

QCL-1-34653

Buyer ID - Id de l'acheteur

qcl018

Client Ref. No. - N° de réf. du client

W7701-12-5207

CCC No./N° CCC - FMS No./N° VME

These licenses will be used by the Department of National Defence (DND).

OTHER DELIVERABLES

In addition to the disclosure obligation under Section 28 of the general conditions 2040, any Foreground Information must be fully disclosed and documented by the Contractor in the technical reports delivered by the Contractor to the Technical Authority under this Contract.

ANNEX B**BASIS OF PAYMENT****(i) Licensed Software :**

Description	Period	Firm Unit Price	Firm Quantity	Total
1. _____	From date of Contract to March 31 st , 2016	\$0.00	1,000	\$0.00

(ii) Maintenance and Support for Licensed Software :

Description	Period	Firm Unit Price	Firm Quantity	Total
Maintenance and Support for Licensed Software	From date of Contract to March 31 st , 2016	\$0.00	1,000	\$0.00

(iii) Optional Additional Software Licenses :

Description	Period	Quantity	Firm Annual Unit Price
1. _____	Twelve-month periods starting on April 1 st , 2016, 2017, 2018 and/or 2019.	1 - 999 licenses	\$ _____
		1000 - 9999 licenses	\$ _____
		10000 - 49999 licenses	\$ _____
		50000 - 100000 licenses	\$ _____

(iv) Optional Software Support::

Description	Period	Quantity	Firm Annual Unit Price
Software Maintenance and Support	Twelve-month periods starting on April 1 st , 2016, 2017, 2018 and/or 2019.	1 - 999 licenses	\$ _____
		1000 - 9999 licenses	\$ _____
		10000 - 49999 licenses	\$ _____
		50000 - 100000 licenses	\$ _____

(v) Labour :

At firm all-inclusive rates (GST/HST extra, including profit and overhead,) in accordance with the following :

Proposed Resources	Firm Hourly Rate			
	Date of Award to 31 March 2013	From 2013-04-01 to 2014-03-31	From 2014-04-01 to 2015-03-31	From 2015-04-01 to 2016-03-31
Intermediate Developer :				
1. _____	\$ _____	\$ _____	\$ _____	\$ _____
2. _____	\$ _____	\$ _____	\$ _____	\$ _____
Project Manager :				
1. _____	\$ _____	\$ _____	\$ _____	\$ _____
2. _____	\$ _____	\$ _____	\$ _____	\$ _____

ANNEX C**FORM DND 626, *TASK AUTHORIZATION***

The *Form DND 626, Task Authorization* appended to this document is to be inserted at this point and forms part of the Contract

ANNEX D**CONTRACTOR DISCLOSURE OF FOREGROUND INFORMATION**

Please see reference applicable in your contract to look into **Article 1 - Interpretation of 2040 General Conditions** to obtain the complete definition of the term Foreground Information and thus to help you to determine the information which must be revealed. <http://sacc.pwgsc.gc.ca/sacc/query-e.jsp>.

The Contractor shall respond to the following questions:

1. Contract No.:
2. What is the descriptive title of the FIP (Foreground Intellectual Property)?
3. Abbreviated description of the FIP and, if applicable, of the different systems and sub-systems.
4. What is or was the objective of the project?
5. Explain how the FIP meets the objective of the project (for example: the advantage of the new solution, what problem did the FIP resolve or what benefits did the FIP deliver).
6. Under which category (ies) would you best describe the FIP and why: Patents, Inventions, Trade Secrets, Copyright, Industrial Designs, Rights in Integrated Circuit Topography, Know-how, Other?
7. Describe the features or aspects of the FIP that are novel, useful and not obvious.
8. Has the FIP been tested or demonstrated? If yes, please summarise the results.
9. Has any publication or disclosure to others been made? If so, to whom, when, where and how?
10. Provide names and addresses of the inventors.
11. Provide an explicit and detailed description of the FIP developed during the contract (Refer to pertinent section of the technical report, if necessary).

Please specify name and position of person approving / authorizing this disclosure. This person is to sign and date the disclosure.

Signature

Date

Name

Title

(Internal DRDC Valcartier)

Signature

Date

Name

Title (Technical authority)

ANNEX E

INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

- (a) The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than **\$2,000,000.00** per accident or occurrence and in the annual aggregate.
- (b) The Commercial General Liability policy must include the following:
 - (i) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (ii) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (iii) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (iv) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (v) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (vi) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (vii) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (viii) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (ix) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - (x) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (xi) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - (xii) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

2. Errors and Omissions Liability Insurance

- (a) The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
- (b) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (c) The following endorsement must be included:
 - (i) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

TASK AUTHORIZATION
AUTORISATION DES TÂCHES

All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.		Contract no. – N° du contrat
		Task no. – N° de la tâche
Amendment no. – N° de la modification		Increase/Decrease – Augmentation/Réduction
		Previous value – Valeur précédente
To – À		TO THE CONTRACTOR You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task. Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract. À L'ENTREPRENEUR Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande. Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.
Delivery location – Expédiez à		
Delivery/Completion date – Date de livraison/d'achèvement		
		Date for the Department of National Defence pour le ministère de la Défense nationale
Contract item no. N° d'article du contrat	Services	Cost Prix
		GST/HST TPS/TVH
		Total
APPLICABLE ONLY TO PWGSC CONTRACTS: The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract. NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC : La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.		
for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux		

Instructions for completing DND 626 - Task Authorization

Contract no.

Enter the PWGSC contract number in full.

Task no.

Enter the sequential Task number.

Amendment no.

Enter the amendment number when the original Task is amended to change the scope or the value.

Increase/Decrease

Enter the increase or decrease total dollar amount including taxes.

Previous value

Enter the previous total dollar amount including taxes.

To

Name of the contractor.

Delivery location

Location where the work will be completed, if other than the contractor's location.

Delivery/Completion date

Completion date for the task.

for the Department of National Defence

Signature of the DND person who has delegated **Authority** for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). **Note:** the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

Services

Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category hourly rates; travel and living rates; firm price/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

Cost

The cost of the Task broken out into the individual costed items in **Services**.

GST/HST

The GST/HST cost as appropriate.

Total

The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

Applicable only to PWGSC contracts

This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these thresholds must be passed to the PWGSC Contracting Authority for review and signature prior to authorizing the contractor to begin work.

Note:

Work on the task may not commence prior to the date this form is signed by the DA Authority - for tasks within the DND threshold; and by both DND and PWGSC for those tasks over the DND threshold.

Instructions pour compléter le formulaire DND 626 - Autorisation des tâches

N° du contrat

Inscrivez le numéro du contrat de TPSGC en entier.

N° de la tâche

Inscrivez le numéro de tâche séquentiel.

N° de la modification

Inscrivez le numéro de modification lorsque la tâche originale est modifiée pour en changer la portée.

Augmentation/Réduction

Inscrivez le montant total de l'augmentation ou de la diminution, y compris les taxes.

Valeur précédente

Inscrivez le montant total précédent, y compris les taxes.

À

Nom de l'entrepreneur.

Expédiez à

Endroit où le travail sera effectué, si celui-ci diffère du lieu d'affaires de l'entrepreneur.

Date de livraison/d'achèvement

Date d'achèvement de la tâche.

pour le ministère de la Défense nationale

Signature du représentant du MDN auquel on a délégué le **pouvoir d'approbation** en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). **Nota :** la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

Services

Définissez brièvement le besoin (joignez l'ET) et établissez le coût de la tâche à l'aide de la soumission de l'entrepreneur selon le niveau de difficulté de celle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent à la tâche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliquera/ront à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'œuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND 626.

Prix

Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique **Services**.

TPS/TVH

Mentionnez le montant de la TPS/TVH, s'il y a lieu.

Total

Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifié à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

Ne s'applique qu'aux contrats de TPSGC

Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

Nota :

Les travaux ne peuvent commencer avant la date de signature de ce formulaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et par le MDN et TPSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.